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ELLSWORTH C. ALVORD (1964)

RECORDED 6690-AAAAAA

4 - 710 PM

SURFACE TRANSPORTATION BOARD  
OF COUNSEL  
URBAN A. LESTER

August 1, 2000

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Amtrak Trust 2000-G

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of a Termination and Release of Lien (Amtrak 2000-G) dated as of August 1, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Federal Railroad Administration  
400 Seventh Street, S.W.  
Washington, D.C. 20590

National Railroad Passenger Corporation  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19801

Mr. Vernon A. Williams  
August 1, 2000  
Page Two

A description of the railroad equipment covered by the enclosed document is:

49 business class and coach class railcars within the series AMTK 81000 -  
AMTK 85003  
17 coaches within the series AMTK 44826 - AMTK 44957

A short summary of the document to appear in the index follows:

Release of Lien by the Federal Railroad Administration on behalf of Amtrak  
covering 49 business class and coach class railcars within the series AMTK  
81000 - AMTK 85003 and 17 coaches within the series AMTK 44826 - AMTK  
44957.

Also enclosed is a check in the amount of \$26.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee and cross indexing  
fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

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**TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 2000-G)**

FEDERAL TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-G) dated as of August   7  , 2000 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, not in its individual capacity but solely as Trustee (the "*Trustee*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement (Amtrak Trust 2000-G) dated as of August   7  , 2000, among Amtrak, NorLease, Inc., as Equity Investor, AME Investments, LLC, as Lender, and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Trustee (as amended, supplemented or otherwise modified from time to time, the "*Participation Agreement*"), Amtrak will sell the units of rolling stock identified on Schedule 1 hereto (together with any replacements and substitutes therefor, the "*Equipment*") to Trustee and will leaseback such Equipment pursuant to that certain Lease of Railroad Equipment (Amtrak Trust 2000-G) dated as of August   7  , 2000, between Amtrak and Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment is hereby terminated and released.

2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) she has full authority to terminate and release all of its right, title and interest in and to the Equipment.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

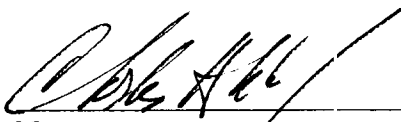

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By:   
Name: \_\_\_\_\_  
Title: 

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DISTRICT OF

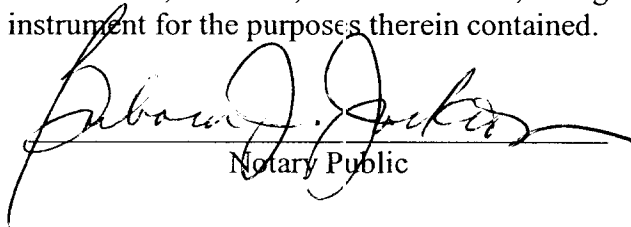
)

) ss

COLUMBIA

)

On this 1st day of August, 2000, before me personally appeared Charles White to me personally known, who being by me duly sworn, says that he/she is the Acting Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

  
Notary Public

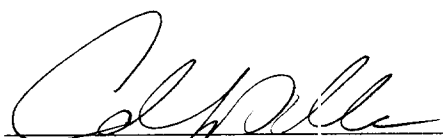
My Commission Expires: 12/31/2001

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION

By:  \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_  
Name:  
Title:





IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

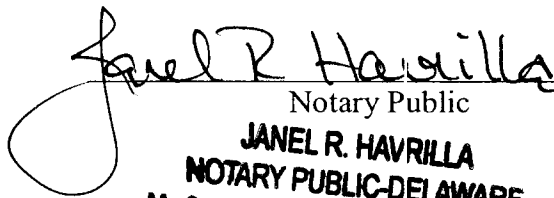
WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee

By:  \_\_\_\_\_  
Name:  
Title: **Anita Dallozo**  
**Financial Services Officer**

STATE OF DELAWARE       )  
  ) ss  
COUNTY OF NEW CASTLE   )

On this 24<sup>th</sup> day of July, 2000, before me personally appeared **Anita E. Dallago**, to me personally known, who being by me duly sworn, says that he/she is the **Financial Services Officer** of Wilmington Trust Company, who acknowledged himself/herself to be a duly authorized officer of **Wilmington Trust**, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_  
Notary Public  
**JANEL R. HAVRILLA**  
**NOTARY PUBLIC-DELAWARE**  
**My Commission Expires February 2, 2001**

**SCHEDULE 1**

**DESCRIPTION OF ROLLING STOCK**

(AMTRAK TRUST 2000-G)

**DESCRIPTION OF UNITS**

**Lot 1**

<b><u>Amtrak Equipment Number</u></b>	<b><u>Equipment Type</u></b>	
81000	Amfleet I	Business Class
81001	Amfleet I	Business Class
81002	Amfleet I	Business Class
81500	Amfleet I	Business Class
81501	Amfleet I	Business Class
81502	Amfleet I	Business Class
81503	Amfleet I	Business Class
81504	Amfleet I	Business Class
81505	Amfleet I	Business Class
81507	Amfleet I	Business Class
82000	Amfleet I	Coach Class
82001	Amfleet I	Coach Class
82002	Amfleet I	Coach Class
82003	Amfleet I	Coach Class
82004	Amfleet I	Coach Class
82005	Amfleet I	Coach Class
82006	Amfleet I	Coach Class
82007	Amfleet I	Coach Class
82008	Amfleet I	Coach Class
82009	Amfleet I	Coach Class
82010	Amfleet I	Coach Class
82011	Amfleet I	Coach Class
82012	Amfleet I	Coach Class
82013	Amfleet I	Coach Class
82014	Amfleet I	Coach Class
82015	Amfleet I	Coach Class
82016	Amfleet I	Coach Class
82017	Amfleet I	Coach Class
82018	Amfleet I	Coach Class
82019	Amfleet I	Coach Class

**Amtrak**  
**Equipment**  
**Number**

**Equipment Type**

82068	Amfleet I	Coach Class
82069	Amfleet I	Coach Class
82070	Amfleet I	Coach Class
82071	Amfleet I	Coach Class
82072	Amfleet I	Coach Class
82073	Amfleet I	Coach Class
82074	Amfleet I	Coach Class
82075	Amfleet I	Coach Class
82500	Amfleet I	Coach Class
82501	Amfleet I	Coach Class
82502	Amfleet I	Coach Class
82503	Amfleet I	Coach Class
82516	Amfleet I	Coach Class
82517	Amfleet I	Coach Class
82518	Amfleet I	Coach Class
85000	Amfleet I	Food Service
85001	Amfleet I	Food Service
85002	Amfleet I	Food Service
85003	Amfleet I	Food Service

Lot 2

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
44826	Amfleet I	Amfleet I Coach
44834	Amfleet I	Amfleet I Coach
44837	Amfleet I	Amfleet I Coach
44839	Amfleet I	Amfleet I Coach
44846	Amfleet I	Amfleet I Coach
44847	Amfleet I	Amfleet I Coach
44902	Amfleet I	Amfleet I Coach
44906	Amfleet I	Amfleet I Coach
44912	Amfleet I	Amfleet I Coach
44914	Amfleet I	Amfleet I Coach
44915	Amfleet I	Amfleet I Coach
44916	Amfleet I	Amfleet I Coach
44917	Amfleet I	Amfleet I Coach
44921	Amfleet I	Amfleet I Coach
44923	Amfleet I	Amfleet I Coach
44953	Amfleet I	Amfleet I Coach
44957	Amfleet I	Amfleet I Coach